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3. Attachment (§ 122*)—Affidavit—Amendment.—A fatally defective attachment affidavit cannot be amended, but the plaintiff must begin de novo.

[Ed. Note.—For other cases, see Attachment, Cent. Dig. §§ 323-337; Dec. Dig. § 122.* 1 Va.-W. Va. Enc. Dig. 354.]

Error to Circuit Court, Westmoreland County.

Action by the Northern Neck State Bank, Incorporated, against the Gilbert Packing Company and others. A judgment was entered dismissing attachment proceedings and releasing attached property, and plaintiff brings error. Affirmed.

J. W. Chinn, Jr., of Warsaw, for plaintiff in error.

W. T. Mayo, of Hague, and *T. J. Downing*, of Lancaster, for defendants in error.

PENNINGTON *v.* THIRD NAT. BANK OF COLUMBUS, GA.

March 13, 1913.

[77 S. E. 455.]

1. Banks and Banking (§ 156*)—Collections—Title to Proceeds.—The collection of a draft by a bank for a customer in the ordinary course of business, the proceeds being placed to the customer's credit, amounts to a general deposit by the customer, and creates the relation of debtor and creditor between them.

[Ed. Note.—For other cases, see Banks and Banking, Cent. Dig. §§ 539-546; Dec. Dig. § 156.* 2 Va.-W. Va. Enc. Dig. 262; 15 Va.-W. Va. Enc. Dig. 113.]

2. Banks and Banking (§ 75*)—Deposits—Receipt after Insolvency.—The receipt of a deposit by a bank, with knowledge of its insolvency, is a fraud on the customer, makes the bank a constructive trustee, and entitles the depositor to recover the deposit, if it can be identified, or its equivalent, if mingled with the bank's funds, so that it cannot be identified.

[Ed. Note.—For other cases, see Banks and Banking, Cent. Dig. § 157; Dec. Dig. § 75.* 2 Va.-W. Va. Enc. Dig. 262.]

3. Banks and Banking (§ 116*)—Deposits—Receipt after Insolvency.—A bank, whose cashier received a deposit after it was insolvent, was charged with the cashier's knowledge of such insolvency, although due to his and the assistant cashier's defalcations, since he was acting for it within the scope of his powers, and his knowledge, however acquired, was its knowledge.

[Ed. Note.—For other cases, see Banks and Banking Cent. Dig.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

§§ 282-287; Dec. Dig. § 116.* 1 Va.-W. Va. Enc. Dig. 276; 14 Va.-W. Va. Enc. Dig. 36; 15 Va.-W. Va. Enc. Dig. 34.]

Appeal from Law and Chancery Court of City of Norfolk.

Action by the Third National Bank of Columbus, Ga., against the National Bank of Commerce of Norfolk, Va., and the Bank of Tarboro, in which Ed. Pennington, receiver of the last-named bank, intervened. From a decree for plaintiff, the receiver appeals. Affirmed.

Willcox, Cooke & Willcox, of Norfolk, for appellant.

E. R. F. Wells and *Tazewell Taylor*, all of Norfolk, for appellee.

MORRIS et al. v. BERNARD et al.

March 13, 1913.

[77 S. E. 458.]

1. Deeds (§ 93*)—Construction—Intent.—All parts of a deed must be considered and that construction adopted which will carry out the intent of the parties, which intent must be gathered from the language used.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 231, 232; Dec. Dig. § 93.* 4 Va.-W. Va. Enc. Dig. 419; 14 Va.-W. Va. Enc. Dig. 320; 15 Va.-W. Va. Enc. Dig. 268.]

2. Deeds (§ 95*)—Construction—Technical Words.—Where words in a deed have a well-defined technical meaning, they should be given that meaning, especially where drawn by a professional hand.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 238, 241-254; Dec. Dig. § 95.* 4 Va.-W. Va. Enc. Dig. 426; 14 Va.-W. Va. Enc. Dig. 322; 15 Va.-W. Va. Enc. Dig. 270.]

3. Deeds (§ 95*)—Construction—Meaning of Words.—The court should give the proper meaning to every word used in the instrument, if possible.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 238, 241-254; Dec. Dig. § 95.* 4 Va.-W. Va. Enc. Dig. 426; 14 Va.-W. Va. Enc. Dig. 322; 15 Va.-W. Va. Enc. Dig. 270.]

4. Deeds (§ 97*)—Construction—Conflict.—In case of conflict between two provisions in a deed, the last should yield to the first, and the first be given its full effect.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 267-273, 434-447; Dec. Dig. § 97.* 4 Va.-W. Va. Enc. Dig. 422; 14 Va.-W. Va. Enc. Dig. 322.]

5. Deeds (§ 97*)—Construction—Conflict.—When a provision is

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